

LETTERS OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS, LOCAL 39

1978-79
1987-89

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LETTER OF UNDERSTANDING

Between and for


THE CITY AND COUNTY OF SAN FRANCISCO

Civil Service

And

TATIONARY ENGINEERS, LOCAL NO. 39, INTERNATIONAL UNION OF OPERATING ENGINEERS

For Fiscal Year 1978-79



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LETTER OF UNDERSTANDING

This Letter of Understanding (hereinafter LOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Stationary Engineers, Local #39, International Union of Operating Engineers (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

- 054 Supervisor, Buildings and Grounds
- 0172 Chief Operating Engineer
- 6233 Refrigeration Inspector
- 6235 Heating and Ventilating Inspector
- 7120 Buildings and Grounds Superintendent
- 7203 Building and Grounds Maintenance Superintendent
- 7205 Chief Stationary Engineer
- 7209 School Heating and Ventilating Supervisor
- 7223 Cable Machinery Supervisor
- 7252 Chief Stationary Engineer, Sewage Plant
- 7333 Junior Stationary Engineer
- 7334 Stationary Engineer
- 7335 Senior Stationary Engineer
- 7372 Stationary Engineer, Sewage Plant

1. RECOGNITION (Continued)

- 7373 Senior Stationary Engineer
- 7420 Bridgetender
- 7472 Wire Rope Cable Maintenance Mechanic
- 9232 Airport Mechanical Maintenance Supervisor
- 7334A Apprentice Stationary Engineer
- 7372A Apprentice Stationary Engineer, Sewage Plant

2. INTENT

It is the intent of the parties signatory hereto that all provisions of this LOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this LOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this LOU, it shall be deemed to remain in full operational effect.

3. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most

3. OBJECTIVE OF THE CITY (Continued)

efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this LOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

4. INITIATION OF MEET AND CONFER PROCESS

The Union agrees to submit to the City, on or before December 30, 1978, its request for changes in the Administrative Provisions of the Salary Standardization Ordinance and the Salary Ordinance.

5. HOURS OF WORK FOR STATIONARY ENGINEERS AND RELATED CLASSES

Employees working in the above classifications shall be permitted sixteen (16) hours off between the end of his or her regular shift and the beginning of his or her next shift. All hours worked within the hours off designated in this section shall be compensated at the overtime rate of time and one half (1 1/2).

6. WORK SCHEDULES

For Stationary Engineers and related classes, the working day shall be eight (8) consecutive hours for Watch Engineers and eight (8) hours within eight and one-half (8 1/2) hours for Maintenance Engineers, The work week for such classes shall be forty (40) hours of five (5) consecutive days, except that engineers assigned to rotating shifts may work six or seven consecutive days before receiving their consecutive days off.

7. CERTIFICATION FEES

When the City and County of San Francisco or the State requires that Stationary Engineers and related classifications possess a certificate as a condition of employment, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificates. Employees shall suffer no loss in pay for time spent taking qualifying examinations for said certificate. Drivers licenses are not covered by the provisions of this section.

8. PHYSICAL EXAMINATIONS

In instances when Stationary Engineers and related classifications are exposed to conditions hazardous to health, medical examinations will be given on an annual basis during on-duty time.

9. HEALTH AND WELFARE

Effective July 1, 1978, the City agree to contribute \$36.99 per month directly into the City Health Service System for each employee who is a member of the Health Service System.

10. LITIGATION - FRINGE BENEFITS

In the event that litigation should be instituted and the City and County of San Francisco should find it necessary to contribute to any Local Unions' Fringe Benefit plan, or in the event that litigation is successful in re-establishing any other provisions that were covered by Section 8.403 of the Charter, these provisions would then be negotiable between the Union and the City and County of San Francisco.

11. CONTINGENCY PLAN

It is also agreed that the contingency letters of understanding, attached hereto as Exhibits A, B and C, now in existence between the two parties which cover the Water Quality Control Plant, Water Filtration Plants and Water Pollution Control Plants, shall be in full force and effect and become a part of this agreement.

12. EXTENDED TOUR OF DUTY

The following language is an excerpt from Section VI (C) of the 1978-79 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the following excerpted language shall in no way alter the meaning, interpretation, or the administration of the 1978-79 Salary Standardization Ordinance.

An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth

The first of these is the question of the origin of the human race. It is generally admitted that the human race is of African origin, and that it has spread from Africa to all other parts of the world. The second question is the question of the development of the human race. It is generally admitted that the human race has developed from a lower to a higher state, and that it has done so in a regular and orderly manner. The third question is the question of the influence of the environment on the human race. It is generally admitted that the environment has a great influence on the human race, and that it has done so in a regular and orderly manner.

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12. EXTENDED TOUR OF DUTY (Continued)

hour. These provisions shall not apply to executive, administrative or professional employees, employees in class 2220 Physician assigned to emergency hospital services, and to Stationary Engineers and related classes.

13. GRIEVANCE PROCEDURE

This grievance procedure shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment set forth by Ordinance or Resolution of the Board of Supervisors, ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors, or a Memorandum of Understanding ratified by the Board of Supervisors; provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental Memorandum of Understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph A hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE

- (a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
- (b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.
- (c) The Letter of Grievance - Step One, shall contain:
 - 1. the date of the informal discussion,
 - 2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
 - 3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
 - 4. a full and complete explanation of the circumstances of the grievance, and
 - 5. the remedy sought by the grievant.

- (d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.
- (e) The Answer to Letter of Grievance - Step One, shall contain:
1. the date of receipt of the Letter of Grievance, - Step One,
 2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,
 3. a full and complete explanation of the circumstances of the grievance, and
 4. the resolution of the grievance.

P TWO

- (a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.
- (b) The Letter of Grievance - Step Two, shall contain:
1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
 2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
 3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,



4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Two, shall contain:

1. the date of receipt of the Letter of Grievance - Step Two,

2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

P THREE

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Three, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,

2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,



4. a full and complete explanation of the circumstances of the grievance, and
 5. the remedy sought by the grievant.
- (c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.
- (d) The Answer to Letter of Grievance - Step Three, shall contain:
1. the date of receipt of the Letter of Grievance - Step Three,
 2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,
 3. a full and complete explanation of the circumstances of the grievance, and
 4. the resolution of the grievance.
- (e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.
- (f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP FOUR

- (a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer..

- (b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.
- (c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
- (d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

- (e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- (f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- (g) The decision of the hearing officer shall be final and binding upon the parties.
- (h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.
- (i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.



In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of the alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue a grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/ herself with the assistance, if the employee so elects, of counsel or

representative. As used herein, counsel or other representative
shall not include any other employee organization or the representative(s)
of any other employee organization.

In those grievances in which the employee represents himself/herself,
or arranges for representation by other than the formally recognized
employee organization as set forth above, the City shall make no resolution
or award which shall be inconsistent with the terms and conditions of a
Memorandum of Understanding which covers the grievant's classi-
fication. In the event the formally recognized employee organization
determines that such an inconsistent resolution or award has been made,
the formally recognized employee organization, on its own behalf, may
file a grievance at Step Three for the purpose of amending such inconsistent
resolution or award. In the event the grievant represents himself/herself,
or elects a representative other than the formally recognized employee
organization, the formally recognized employee organization may elect to
be a full and equal party at Step Four for the purpose of protecting the
interests of its members in negotiated conditions of employment.

APPROVED AS TO FORM:

THOMAS M. O'CONNOR

CITY ATTORNEY

William J. More
DEPUTY CITY ATTORNEY

14. ADMINISTRATIVE PROVISIONS

Except as provided in Paragraph 15 below, all applicable sections of the administrative provisions of the Salary Standardization Ordinance for fiscal year 1978-79 shall be effective July 1, 1978.

15. AGREEMENT MODIFICATION

In the event the California Constitution is amended during the term of this agreement by the adoption of the so-called "Jarvis-Gann amendment", it is agreed by the parties signatory hereto that all provisions negotiated and governed by the terms of this agreement which resulted in any additional cost whatsoever to the City for the Fiscal Year 1978-79, shall automatically become inoperative. Except as provided in this paragraph, the Union does not waive any rights to meet and confer on other items within the scope of representation.

The City acknowledges its obligation to meet and confer on matters of wages, hour and terms and conditions of employment as defined in Government Code Section 3504 that might be affected by the adoption of the Jarvis-Gann amendment and will do so to the extent required by this agreement and applicable laws.

16. PREMIUM PAY

When any employee governed by the provisions of this LOU is assigned to perform supervisory duties outside his/her classification in excess of fifteen (15) cumulative days during the fiscal year, he/she shall be paid 2.5 salary steps higher than the schedule for his/her classification; provided that such rate of pay shall not exceed the maximum rate established for the class in which he/she is temporarily assigned. Employees receiving compensation for working out of class



16. PREMIUM PAY (Continued)

in accordance with Civil Service Rule 26 shall not also receive premium pay. Cost to the City and County of San Francisco shall not exceed an estimated cost of ~~\$20,000~~ in fiscal year 1978-79.

\$10,800 mhm

17. PROTECTIVE CLOTHING

Stationary Engineer 7334 and related classes shall be provided with two changes of coveralls per week. Supervisory classes 7205, 7252, 5149, 7120, 7209, 7223 and 9232 shall be excluded from this provision.

18. SAFETY SHOES

Employees in class 7334 Stationary Engineer and related classes who are determined by the appointing officer, after meeting and conferring with the employee organization representing said classes, to need foot protection shall be provided safety toe clips.

19. SAFETY GLASSES

Employees in class 7334 Stationary Engineer and related classes who are determined by the appointing officer, after meeting and conferring with the employee organization representing said classes, to require eye protection shall be provided safety goggles. Said employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided prescription safety glasses.

20. WAGES

The wage rates for the employees covered by this agreement were determined pursuant to Section 8.400, 8.401, and 8.407 of the Charter and, for informational purposes only, are set forth below.

20. WAGES (Continued)

<u>CLASSIFICATIONS</u>		<u>EFFECTIVE DATE</u> <u>JULY 1, 1978</u>
054	Supervisor, Building and Grounds	42.7 *
0172	Chief Operating Engineer	44.9 *
7120	Buildings and Grounds Maintenance Superintendent	47.9 *
7203	Building and Grounds Maintenance Supervisor	44.7 *
7205	Chief Stationary Engineer	44.9 *
7209	School Heating and Ventilating Supervisor	47.9 *
7223	Cable Machinery Supervisor	46.5 *
7252	Chief Stationary Engineer, Sewage Plant	46.9 *
7333	Junior Stationary Engineer	35.5 *
7334	Stationary Engineer	40.2 *
7334A	Apprentice Stationary Engineer:	
	1st 6 months	60% of 7334 rate
	2nd 6 months	65% of 7334 rate
	3rd 6 months	70% of 7334 rate
	4th 6 months	75% of 7334 rate
	5th 6 months	80% of 7334 rate
	6th 6 months	85% of 7334 rate
	7th 6 months	90% of 7334 rate
	8th 6 months	95% of 7334 rate
7335	Senior Stationary Engineer	42.7 *
7372	Stationary Engineer, Sewage Plant	42.2 *
7372A	Apprentice Stationary Engineer, Sewage Plant:	
	1st 6 months	60% of 7372 rate
	2nd 6 months	65% of 7372 rate
	3rd 6 months	70% of 7372 rate
	4th 6 months	75% of 7372 rate
	5th 6 months	80% of 7372 rate
	6th 6 months	85% of 7372 rate
	7th 6 months	90% of 7372 rate
	8th 6 months	95% of 7372 rate

20. WAGES (Continued)

EFFECTIVE DATE
JULY 1, 1978

CLASSIFICATION

7373	Senior Stationary Engineer, Sewage Plant	44.7	*
7420	Bridgetender	35.5	*
7472	Wire Rope Cable Maintenance Mechanic	40.2	*
9232	Airport Mechanical Maintenance Supervisor	47.9	*

* Salary Schedule of Compensation - Entrance at Step 5

The above language is an excerpt from Section XII of the 1978-79 Salary Standardization Ordinance.

It is the intent and understanding of the City and the Union that the above excerpted language shall in no way amend or alter the meaning, interpretation, or the administration of the 1978-79 Salary Standardization Ordinance.

21. HOLIDAYS

Except as otherwise provided in Section V (B), and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, First Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United

21. HOLIDAYS (Continued)

States, and an additional holiday to be taken on a day selected by the employee subject to approval of the appointing officer. Full-time temporary employees must complete six months continuous service before receiving an additional day. Part-time temporary employees who are employed on an intermittent basis or who work irregular assignments are ineligible for an additional day.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday: provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

22. SAVINGS CLAUSE

Should any part hereof or any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinances

22. SAVINGS CLAUSE (Continued)

or resolution which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court such invalidation of such part or portion of this LOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the LOU.


23. DURATION OF LOU

This LOU shall be in effect from July 1, 1978, through and inclusive of June 30, 1979.

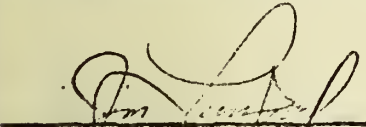
IN WITNESS WHEREOF, the parties hereto have executed this LOU this

4th day of April, 1978.

FOR THE UNION

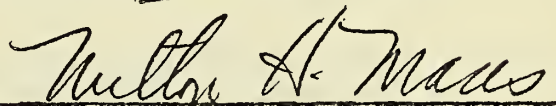

Art Viat
Business Manager

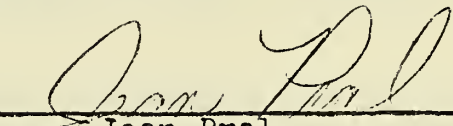

Robert Hydorn
Assistant Business Manager


Jim Lunsford
Business Representative

APPROVED AND ADOPTED BY THE
BOARD OF SUPERVISORS BY
RESOLUTION NO. _____
ON _____

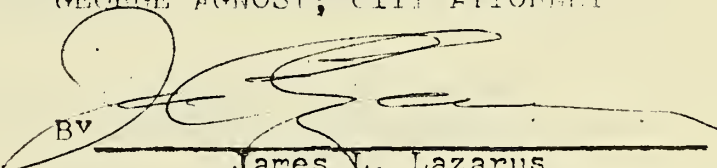
FOR THE CITY AND COUNTY

²

Milton H. Mares
Chief Labor Negotiator


Jean Pral
Employee Relations Representative

APPROVED AS TO FORM:

GEORGE AGNOST, CITY ATTORNEY


By _____
James V. Lazarus
Deputy City Attorney



MEMORANDUM OF AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 39, AFL-CIO

and

CITY AND COUNTY OF SAN FRANCISCO, AIRPORTS COMMISSION

The parties signatory to this Memorandum of Agreement, recognizing that the Airports Water Quality Control Plant provides a critical service at the San Francisco International Airport, are aware that labor disputes may occur which would disrupt these vital services, do agree to make every effort to protect the life, health and safety of the citizens of San Francisco and San Mateo Counties under the following conditions:

The Union agrees to operate the Water Quality Control Plant on a day to day basis with the following personnel:

1 - Class 7252 Chief Stationary Engineer, Sewage

1 - Class 7372 Stationary Engineer, Sewage (per shift)

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified personnel through such staffing. The Union agrees to provide staffing as specified above on a day to day basis.

The Airports Commission agrees that only that staffing as agreed to to operate these critical operations will be allowed to operate.

In the event the labor dispute should exceed a five (5) day period, the Union agrees to a rotation of journeyman personnel within the above listed facilities.

Should management allow or hire strikebreakers to operate the Airport Water Quality Control Plant while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY OF
SAN FRANCISCO

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL NO. 39

By: Richard Heath
Richard Heath
Director of Airports

By: Art Viat
Art Viat
Business Manager-Secretary

Date: _____

Date: April 4, 1978

Milton H. Mares
Milton H. Mares
Chief Labor Negotiator

MEMORANDUM OF AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 39, AFL-CIO

and

CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS

The parties signatory to this Memorandum of Agreement, recognizing that the Bureau of Water Pollution Control provides a critical service in the City and County of San Francisco, are aware that labor disputes may occur which would disrupt these vital services, do agree to make every effort to protect the life, health and safety of the citizens of San Francisco under the following conditions:

The Union agrees to operate the Water Pollution Control Plants listed below on a day to day basis with the supervisory personnel listed.

1. Richmond-Sunset Water Pollution Control Plant
 - 1 - Class 7252 Chief Stationary Engineer, Sewage
 - 6 - Class 7373 Senior Stationary Engineer, Sewage
2. Baker Street Water Pollution Control Plant
 - 2 - Class 7373 Senior Stationary Engineer, Sewage
3. North Point Water Pollution Control Plant
 - 1 - Class 7252 Chief Stationary Engineer, Sewage
 - 6 - Class 7373 Senior Stationary Engineer, Sewage
4. Southeast Water Pollution Control Plant
 - 1 - Class 7252 Chief Stationary Engineer, Sewage
 - 7 - Class 7373 Senior Stationary Engineer, Sewage
5. Wastewater Pumping Division
 - 1 - Class 7252 Chief Stationary Engineer, Sewage
 - 3 - Class 7373 Senior Stationary Engineer, Sewage

In the event the labor dispute should exceed a five (5) day period the Union agrees to a rotation of journeyman personnel within the above listed facilities.

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified supervisory personnel through such staffing. The Union agrees to provide staffing as specified above on a day to day basis.

The Bureau of Water Pollution Control agrees that only that staffing as agreed to, to operate these critical operations will be allowed to operate.

Should management allow or hire strikebreakers to operate in any of the above noted facilities while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY OF
SAN FRANCISCO

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL NO. 39

By: *S. Myron Tatarian*
S. Myron Tatarian
Director, Public Works

By: *Art Viat*
Art Viat
Business Manager - Secretary

Date: *April 20, 1978.*

Date: *April 4, 1978*

Milton H. Mares
Milton H. Mares
Chief Labor Negotiator

MEMORANDUM OF AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 39, AFL-CIO

And

CITY AND COUNTY OF SAN FRANCISCO, PUBLIC UTILITIES COMMISSION

The parties signatory to this Memorandum of Agreement, recognizing that the Water Quality Division provides a critical service in the City and County of San Francisco, are aware that labor disputes may occur which would disrupt these vital services, do agree to make every effort to protect the life, health and safety of the citizens of San Francisco under the following conditions:

The Union agrees to operate the Water Filtration Plant listed below on a day to day basis with the supervisory personnel listed.

1. Sunol Water Treatment Plant

- 1 - Class 7205 Chief Stationary Engineer
- 3 - Class 7335 Senior Stationary Engineer

2. San Andreas Water Treatment Plant

- 1 - Class 7205 Chief Stationary Engineer
- 2 - Class 7335 Senior Stationary Engineer

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified supervisory personnel through such staffing. The Union agrees to provide staffing as specified above on a day to day basis.

In addition, employees in Classification 5149 Superintendent of Water Treatment Facilities may serve in either facility.

In the event the labor dispute should exceed a five (5) day period the Union agrees to a rotation of journeyman personnel within the above listed facilities.

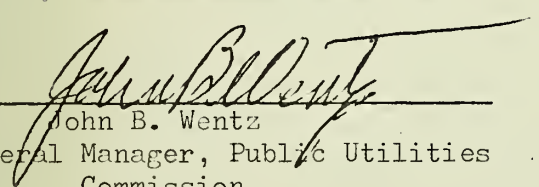
The Water Quality Division agrees that only that staffing as agreed to, to operate these critical operations will be allowed to operate.

Should management allow or hire strikebreakers to operate either Water Treatment Plant while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY OF SAN FRANCISCO

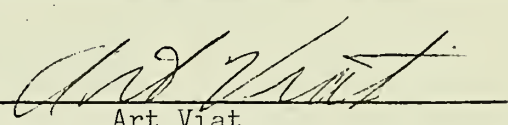
INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL NO. 39

By


John B. Wentz

General Manager, Public Utilities
Commission

By


Art Viat

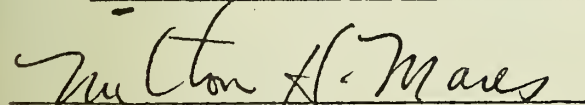
Business Manager-Secretary

Date:

April 1, 1978

Date:

April 4, 1978


Milton H. Mares

Chief Labor Negotiator

LETTER OF UNDERSTANDING

By and Between

THE CITY AND COUNTY OF SAN FRANCISCO

And

Civil Service

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL NO. 39

For Fiscal Years

1987-89

DOCUMENTS DEPT.

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LETTER OF UNDERSTANDING

This Letter of Understanding (hereinafter "LOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Stationary Engineers, Local 39, International Union of Operating Engineers (hereinafter "Union").

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the following classifications:

<u>CLASS</u>	<u>UNIT</u>	
5149	1-Z	Superintendent of Water Treatment Facilities
6235	1-X	Heating and Ventilating Inspector
7120	1-X	Buildings and Grounds Maintenance Superintendent
7203	1-X	Buildings and Grounds Maintenance Supervisor
7205	1-X	Chief Stationary Engineer
7209	1-X	School Heating and Ventilating Supervisor
7223	1-X	Cable Machinery Supervisor
7252	1-X	Chief Stationary Engineer, Sewage Plant
7334	1-X	Stationary Engineer
7335	1-X	Senior Stationary Engineer
7372	1-X	Stationary Engineer, Sewage Plant
7373	1-X	Senior Stationary Engineer, Sewage Plant
7420	1-X	Bridgetender
7472	1-X	Wire Rope Cable Maintenance Mechanic
7473		Wire Rope Cable Maintenance Mechanic Trainee
9232	1-X	Airport Mechanical Maintenance Supervisor
7333	1-Y	Apprentice Stationary Engineer
7375	1-Y	Apprentice Stationary Engineer, Sewage Plant

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this LOU shall not become binding until formally adopted by the Board of Supervisors action in accordance with procedures, terms and provisions of the Charter applicable thereto. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind

any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Each existing ordinance, resolution, rule or regulation over which the Board of Supervisors has jurisdiction pursuant to provisions of the San Francisco Charter, and which is specifically changed or modified by the terms of this LOU, shall be deemed incorporated in this LOU in its changed or modified form from the effective date of this LOU to and including the date of expiration thereof.

3. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and County and its employees. Such achievement is recognized to be a mutual obligation of the parties to this LOU within their respective roles and responsibilities.

The Union recognizes the City and County's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission. Disciplinary measures of 30 days suspension or less, noncumulative, including but not limited to reprimands, oral or written, are not subject to any grievance or arbitration procedure. The sole and exclusive appeal procedure for such disciplinary measures of 30 days or less is to the appointing officer.

4. MANAGEMENT RIGHTS

The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations. Any matter involving the management of governmental operations vested by law in the City and not covered by this agreement is in the province of the City.

Nothing contained in this section shall be deemed to prevent the exercise of any rights that employees or the Union may have pursuant to Government Code Section 3505.

5. PROTECTIVE CLOTHING

Stationary Engineer 7334 and related classes shall be provided with changes of work clothing as deemed appropriate by and authorized by the appointing officer. Supervisory classes 5149, 7120, 7205, 7209, 7223, 7252 and 9232 shall be excluded from this provision.

6. SAFETY SHOES

Employees in class 7334 Stationary Engineer and related classes who are determined by the appointing officer, after meeting and conferring with the employee organization representing said classes, to need foot protection, shall be provided safety toe clips.

7. SAFETY GOGGLES AND GLASSES

Employees in class 7334 Stationary Engineer and related classes who are determined by the appointing officer, after meeting and conferring with the employee organization representing said classes, to require eye protection shall be provided safety goggles. Said employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided prescription safety glasses.

8. WORK SCHEDULES

For Stationary Engineers and related classes, the working day shall be eight (8) consecutive hours for Watch Engineers and eight (8) hours within eight and one-half (8-1/2) hours for Maintenance Engineers. The work week for such classes shall be forty (40) hours of five (5) consecutive days, except that engineers assigned to rotating shifts may work six (6) or seven (7) consecutive days before receiving their consecutive days off. Union agrees that due consideration will be given to the transition of Watch responsibility. The City and the Union agree that any change in the work schedule shall be preceded by a meet and confer with the Union and the department requesting the change.

Upon request of the Union to any City department, the Board of Supervisors authorizes any department head, board or commission to meet and confer with the Union on proposals offered by the Union or the Department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include, but are not limited to, core-hour flextime, full-time work weeks of less than five (5) days, or a combination of plans which are mutually agreeable to the Union and the department

concerned. It is the intent of the Board that the work year shall continue to be two thousand eighty (2080) (2088 in a leap year) hours and that overtime shall be earned on a daily and weekly basis provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall be submitted in ordinance form to the Board of Supervisors for its approval or rejection.

9. NIGHT SHIFT DIFFERENTIAL

Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift or any subsequent shift (midnight shift) shall be paid 6-1/4% above the regular day shift as set forth herein, excepting those employees participating in an authorized flextime program and who voluntarily work during hours otherwise designated as a night shift.

10. NOTICE OF SHIFT CHANGES

Whenever possible, all engineers shall receive seventy-two (72) hours notice before changing their shift schedule.

11. PREMIUM PAY

A. Employees in class 7333 Apprentice Stationary Engineer who are assigned to work in a sewage treatment plant will receive a premium equivalent to the difference between the employee's salary step in class 7333 and the corresponding incremental step in class 7375 Apprentice Stationary Engineer, Sewage Plant.

B. Any employee governed by the provisions of this LOU who is required to perform supervisory duties outside his/her classification in excess of fifteen (15) cumulative days during the fiscal year shall be given a temporary appointment to the top step of the classification involved. Employees who are temporarily appointed to a higher classification pursuant to this provision shall not also receive premium pay. Should the cost to the City at any time in a fiscal year exceed \$27,500, this provision shall become inoperative for the remainder of that fiscal year.

C. Employees in Class 7252 Chief Stationary Engineer, Sewage, who are required to work at the operations service center (Southeast Plant) on any shift other than the normal day shift and when no higher-level management personnel are on duty shall receive a premium of 5% in addition to his or her basic wage.

12. LEAD MECHANIC PERSON PREMIUM PAY

Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$5.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two mechanics are assigned:

7334 Stationary Engineer

7372 Stationary Engineer Sewage

13. MEDICAL EXAMINATIONS

In instances when Stationary Engineers and related classifications are exposed to conditions hazardous to health, said employees may voluntarily request and be entitled to a medical examination provided, however, that in no instance will more than one (1) medical examination be given in any twelve (12) month period. Medical examinations will be considered time worked.

Such medical examinations will be given by a City-designated physician. The employee agrees that the Appointing Officer is entitled to review the resulting information and will sign an authorization for release of information if so requested.

14. HEALTH & SAFETY

The City acknowledges its duty to comply with the requirements of California Administrative Code Title VIII, and to provide records maintained thereunder for inspection upon request by the Union. The parties agree to discuss alleged violations, recognizing that enforcement lies with CAL OSHA. Provisions of this Article (14) shall not be grievable under this LOU.

15. CERTIFICATION FEES

When the City and County of San Francisco or the State requires that Stationary Engineers and related classifications possess a certificate as a condition of employment, the City shall reimburse said employee for any fee involved in the issuance or renewal of said certificate. Employees shall suffer no loss in pay for time spent taking qualifying examinations for said certificate. Drivers' licenses are not covered by the provisions of this section.

Employees in classifications 5149, 7203, 7205, 7333, 7334 and 7335 and who are required by the City to possess a Certificate of Competency issued by either the State Water Resources Control Board or the California State Department of Health in order to perform their job duties shall receive a four percent (4%) premium in addition to his/her basic wage.

16. SEWAGE PREMIUM

When Stationary Engineers and related classifications (excluding classes 7252, 7375, 7372 and 7373) come in contact with raw sewage in the performance of their job duties, such employees shall be compensated an additional ten percent (10%) hourly premium above their base rate of pay.

17. HOURS OF WORK FOR STATIONARY ENGINEERS AND RELATED CLASSES, CALL BACK AND STANDBY

A. Watch Engineers shall be permitted sixteen (16) hours off between the end of his or her regular shift and the beginning of his or her next shift. Maintenance Engineers shall be permitted 15 1/2 hours off between the end of his or her shift and the beginning of his or her next shift. All hours worked within the hours off designated in this section shall be compensated at the overtime rate of time and one-half (1-1/2).

B. CALL BACK: Employees covered by the terms of this LOU who are called back to their work locations, except those at remote locations where City supplied housing has been offered, may include travel time to and from the work location in the computation of hours worked, provided such total travel time shall not exceed one hour per call back.

C. STANDBY: Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service, except that employees in class 7334 Stationary Engineer and related classes shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.

18. HOLIDAY PAY, AS-NEEDED EMPLOYEES

Employees working in classifications represented by the Stationary Engineers, Local #39, who are working on an "as needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate. Said employees shall not receive normal holiday compensation.

19. WAGES

The following classifications shall enter at Step 5 of the appropriate salary schedule:

CLASSIFICATION

- 5149 Superintendent of Water Treatment Facilities
- 6235 Heating and Ventilating Inspector
- 7120 Buildings and Grounds Maintenance Superintendent
- 7203 Buildings and Grounds Maintenance Supervisor
- 7205 Chief Stationary Engineer
- 7209 School Heating and Ventilating Supervisor
- 7223 Cable Machinery Supervisor
- 7252 Chief Stationary Engineer, Sewage Plant
- 7334 Stationary Engineer
- 7333 Apprentice Stationary Engineer: **
 - 1st 12 months 65% of 7334 rate
 - 3rd 6 months thereafter 70% of 7334 rate
 - 4th 6 months 75% of 7334 rate
 - 5th 6 months 80% of 7334 rate
 - 6th 6 months 85% of 7334 rate
 - 7th 6 months 90% of 7334 rate
 - 8th 6 months 95% of 7334 rate
- 7335 Senior Stationary Engineer
- 7372 Stationary Engineer, Sewage Plant

CLASSIFICATION

- 7375 Apprentice Stationary
Engineer, Sewage Plant: **
- 1st 12 months 65% of 7372 rate
3rd 6 months thereafter 70% of 7372 rate
4th 6 months 75% of 7372 rate
5th 6 months 80% of 7372 rate
6th 6 months 85% of 7372 rate
7th 6 months 90% of 7372 rate
8th 6 months 95% of 7372 rate
- 7373 Senior Stationary Engineer,
Sewage Plant
- 7420 Bridgetender
- 7472 Wire Rope Cable Maintenance
Mechanic
- 7473 Wire Rope Cable Maintenance Mechanic Trainee
- 9232 Airport Mechanical
Maintenance Supervisor

** In the event that the Joint Apprenticeship and Advisory Committee, Northern California and Northern Nevada Stationary Engineers revises the wage schedules related to the sixth month percentages of the Journeyman's rate for apprentices, the City and County of San Francisco agrees to modify this agreement to reflect the changes in question.

20. SENIORITY

At the discretion of each Department, departmental seniority shall be given due consideration in the bidding of work shifts, temporary assignments, appointments to promotive positions and selection of vacation time.

21. USE OF PRIVATE AUTOMOBILE ON CITY BUSINESS

Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish City business.

Employees using their own vehicle for City business at the request of the employer or the employer's representative shall be reimbursed for mileage at the rate set by the Controller pursuant to Administrative Code Section 10.34 and for all necessary parking and toll expenses.

22. CONTINGENCY PLAN

It is also agreed that the contingency letters of understanding, attached hereto as Exhibits A, B and C, now in existence between the two parties which cover the Water Quality Control Plant, Water Filtration Plants and Water Pollution Control Plants, shall continue to be in full force and effect and shall become a part of this agreement.

23. INITIATION OF MEET AND CONFER

The Union agrees to submit to the City its requests for changes in the administrative provisions of the Salary Standardization Ordinance and the Salary Ordinance in accordance with the salary standardization schedule set by Civil Service for fiscal years 1988-89 and 1989-1990.

24. AGENCY SHOP

Section 1: APPLICATION. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1 when on paid status.

These provisions shall not apply to individual employees of the City in representation Unit 1 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Ordinance.

Section 2: AGENCY SHOP FEE. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this LOU as an addendum when established.

Section 3: RELIGIOUS EXEMPTIONS. Any employee of the City in a classification described in Section 1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

Section 4: PAYROLL DEDUCTIONS: The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.

The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.

Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union, and shall so inform the Controller on a form provided by the City. Employees shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union. Failure to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

The Controller will promptly pay over to the Union all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide with each payment a list of the employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number, and amount deducted. A list of all employees in represented classes shall be provided to the Union monthly, at a cost not to exceed actual, to be determined by the Controller.

Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

Section 5: REVOCATION OF THE AGENCY SHOP FEE. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the Union and promulgate rules necessary for the conduct of said rescission elections.

Section 6: FINANCIAL REPORTING. The Union shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Copies of such reports shall be made available to employees subject to the agency shop fee provisions of this Letter of Understanding upon request by such employee at the offices of the Union.

Section 7: INDEMNIFICATION. The Union agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

25. GRIEVANCE PROCEDURE

Grievance Procedure to be utilized is Civil Service Rule 18.

26. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or be any decree of a court of competent jurisdiction, such invalidation of such part or portion of this LOU shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the duration of the LOU.

27. APPRENTICE TRAINING FUND

The City shall contribute to the Stationary Engineers Local No. 39 Apprenticeship Training Fund to provide a training program for both journeymen who wish to improve their skills and apprentices entering the trade. The payment shall be made in January of each year by the Civil Service Commission in the amount of Forty Dollars (\$40.00) for each 7334 Stationary Engineer and 7372 Stationary Engineer, Sewage Plant employed on a full time, paid status by the City on December 31, of the preceding year. The cost shall not exceed fourteen thousand eighty dollars (\$14,080) per year, except by mutual agreement of the City and Union after meeting and conferring.

28. OVERTIME

At the discretion of each Department, overtime may be distributed equally among all employees covered by the terms of this LOU, realizing that schedules and division needs may impact upon the assignment of overtime.

29. STATE DISABILITY INSURANCE

A. Employees in the bargaining unit(s) covered by this agreement shall be enrolled in the State Disability Insurance program.

B. The payment of sick leave pursuant to Rule 22 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to State Disability Insurance shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will approximately equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. An employee receiving State Disability Insurance benefits shall automatically have his/her sick leave integrated with same.

C. The Director of Employee Relations shall notify all departments employing employees covered by this agreement advising said departments that City sick leave payments and workers compensation shall be automatically integrated unless the department is notified to the contrary by the affected employee. Such supplementary payments shall continue for the duration of the employees's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

30. EDUCATIONAL CLASSES

Where the appointing officer of a particular classification covered under the terms of this LOU requires an employee to attend retraining or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

31. TOOL INSURANCE

The City agrees to indemnify employees covered under this LOU for the loss or destruction of the employees' tools, subject to the following conditions:

A. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on City property or being used by the employee in the course of City business.

B. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location.

C. Upon approval of this LOU and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.

D. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the City from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

E. In case of theft, the following procedures shall be followed in perfecting a claim:

1. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, local police department and the Union.
2. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.

3. The statement must be submitted to the parties set forth in subsection (1) immediately above, within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.

F. In case of damage due to fire the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.

G. The first Ten Dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the City paying to the employee the replacement cost of the tool(s) minus Ten Dollars (\$10.00).

H. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his/her representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

32. REOPENER

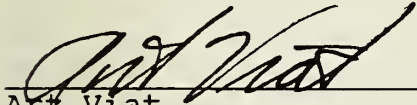
If during the term of this agreement the Charter of the City and County of San Francisco is amended to permit the City to grant different or additional benefits, including fringe benefits, the parties agree to re-open this agreement for the purpose of such negotiations.

33. DURATION OF AGREEMENT

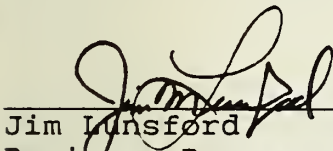
This LOU shall be in effect from July 1, 1987, through and inclusive of June 30, 1989.

IN WITNESS WHEREOF, the parties hereto have executed this LOU this 5 day of June, 1987.


FOR THE UNION


Art Viat
Business Manager,
Secretary

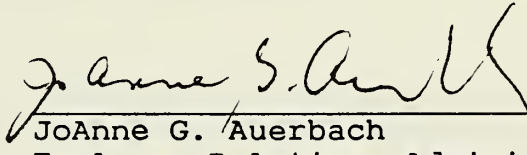

Bob Hydorn
Assistant Business Manager


Jim Lunsford
Business Representative

FOR THE CITY AND COUNTY

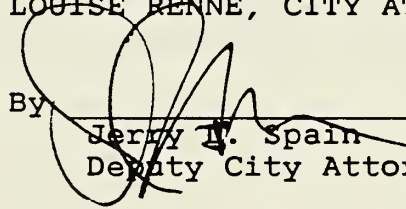

John Liebert
Employee Relations Director


Marie Corlett Blits
Employee Relations Director


JoAnne G. Auerbach
Employee Relations Administrator

FOR THE CITY AND COUNTY

APPROVED AS TO FORM:
LOUISE RENNE, CITY ATTORNEY

By 
Jerry T. Spain
Deputy City Attorney

APPROVED AND ADOPTED BY
THE BOARD OF SUPERVISORS
BY RESOLUTION NO. _____
ON _____

MEMORANDUM OF AGREEMENT
Between
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 39, AFL-CIO
And
CITY AND COUNTY OF SAN FRANCISCO
AIRPORTS COMMISSION

The parties signatory to this Memorandum of Agreement, recognizing that the Airports Water Quality Control Plant provides a critical service at the San Francisco International Airport, are aware that labor disputes may occur which would disrupt these vital services, do agree to make every effort to protect the life, health and safety of the citizens of San Francisco and San Mateo Counties under the following. The Union agrees to operate the Water Quality Control on a day-to-day basis with the following personnel:

1. --- Class 7252 Chief Stationary Engineer,
Sewage Plant
1. --- Class 7372 Stationary Engineer,
Sewage Plant (per shift)
1. --- Class 7373 Senior Stationary Engineer,
Sewage Plant

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified supervisory personnel through such staffing. The Union agrees to provide staffing as specified above on a day-to-day basis.

The Airports Commission agrees that only that staffing as agreed to, to operate these critical operations, will be allowed to operate.

In the event the labor dispute should exceed a five (5) day period, the Union agrees to a rotation of journeymen personnel within the above listed facilities.

Should management allow or hire strikebreakers to operate the Airport Water Quality Control Plant while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY
OF SAN FRANCISCO

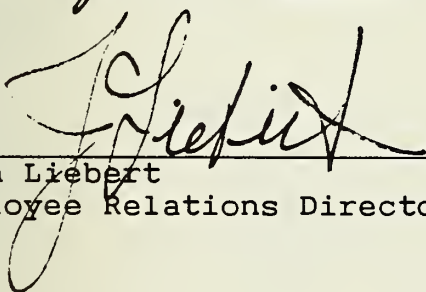
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS
LOCAL 39

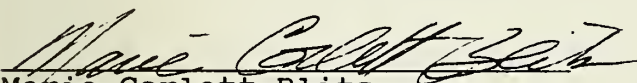
By 
LOUIS A. TURPEN, Director
AIRPORTS COMMISSION

By 
Art Viat
Business Manager, Secretary

Date: June 5, 1987

Date: June 5, 1987


John Liebert
Employee Relations Director


Marie Corlett Blits
Employee Relations Director

MEMORANDUM OF AGREEMENT
Between
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 39, AFL-CIO
And
CITY AND COUNT OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

The parties signatory to this Memorandum of Agreement, recognizing that the Bureau of Water Pollution Control provides a critical service in the City and County of San Francisco, are aware that labor disputes may occur which would disrupt these vital services, to agree to make every effort to protect the life, health and safety of the citizens of San Francisco under the following conditions:

The Union agrees to operate the Water Pollution Control Plants listed below on a day-to-day basis with the supervisory personnel listed:

1. Richmond-Sunset Water Pollution Control Plant
 - 1 - Class 7252 Chief Stationary Engineer,
Sewage Plant
 - 6 - Class 7273 Senior Stationary Engineer,
Sewage Plant
2. North Point Water Pollution Control Plant
 - 1 - Class 7252 Chief Stationary Engineer,
Sewage Plant
 - 6 - Class 7373 Senior Stationary Engineer,
Sewage Plant
3. Southeast Water Pollution Control Plant
 - 5 - Class 7252 Chief Stationary Engineer,
Sewage Plant
 - 14 - Class 7373 Senior Stationary Engineer,
Sewage Plant

4. Wastewater Pumping Division

1 - Class 7252 Chief Stationary Engineer,
Sewage Plant

5 - Class 7373 Senior Stationary Engineer,
Sewage Plant

In the event the labor dispute should exceed a five (5) day period, the Union agrees to a rotation of journeyman personnel within the above listed facilities.

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified supervisory personnel through such staffing. The Union agrees to provide staffing as specified above on a day-to-day basis.

The Bureau of Water Pollution Control agrees that only that staffing as agreed to, to operate these critical operations, will be allowed to operate.

Should management allow or hire strikebreakers to operate in any of the above noted facilities while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY
OF SAN FRANCISCO

By

Richard Evans
Director, Public Works

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS
LOCAL 39

By

Art Viat
Business Manager, Secretary

Date: June 5, 1987

John Liebert
Employee Relations Director

Marie Corlett Blits
Employee Relations Division

Date: June 5, 1987

MEMORANDUM OF AGREEMENT
Between
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39, AFL-CIO
And
CITY AND COUNTY OF SAN FRANCISCO, PUBLIC UTILITIES COMMISSION

The parties signatory to this Memorandum of Agreement, recognizing that the Water Quality Division provides a critical service in the City and County of San Francisco, are aware that labor disputes may occur which would disrupt these vital services, do agree to make every effort to protect the life, health, and safety of the citizens of San Francisco under the following conditions:

The Union agrees to operate the Water Filtration Plant listed below on a day-to-day basis with the supervisory personnel listed.

1. Sunol Water Treatment Plant

- 1 - Class 7205 Chief Stationary Engineer
- 3 - Class 7335 Senior Stationary Engineer

2. San Andreas Water Treatment Plant

- 1 - Class 7205 Chief Stationary Engineer
- 2 - Class 7335 Senior Stationary Engineer

Where the Union has agreed to staffing, the City and County of San Francisco shall rotate all qualified supervisory personnel through such staffing. The Union agrees to provide staffing as specified above on a day-to-day basis.

In addition, employees in classification 5149 Superintendent of Water Treatment Facilities may service in either facility.


In the event the labor dispute should exceed a five (5) day period the Union agrees to a rotation of journeyman personnel within the above listed facilities.

The Water Quality Division agrees that only that staffing as agreed to, to operate these critical operations will be allowed to operate.

Should management allow or hire strikebreakers to operate either Water Treatment Plants while a labor dispute exists, this Agreement shall be terminated.

CITY AND COUNTY
FRANCISCO

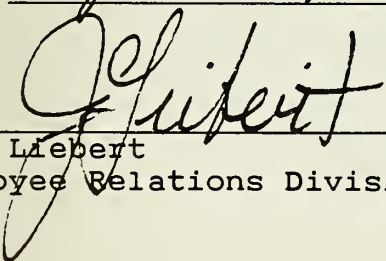
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS, OF SAN
LOCAL 39

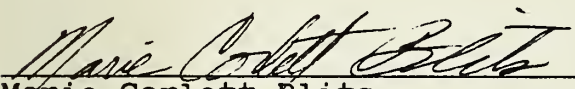
By 
Donald J. Birrer
General Manager
Public Utilities Commission

By 
Art Viat
Business Manager, Secretary

Date: June 5, 1987

Date: June 5, 1987


John Liebert
Employee Relations Division


Marie Corlett Blits
Employee Relations Division

RULE 18

EMPLOYEE RELATIONS - GRIEVANCE PROCEDURE

Section 18.01. PROGRAM SCOPE AND PRINCIPLES

These rules and results are promulgated in order to improve employer-employee relations and are designed to permit any employee and/or the employee's representative as herein provided, a procedural method by which any grievance, as defined in Section 18.02, may be resolved in an expeditious and orderly manner.

Section 18.02. DEFINITIONS

A. A grievance shall be any dispute concerning the interpretation or application of the provisions of a memorandum of understanding, or in the absence of a memorandum of understanding, a dispute concerning department rules and regulations governing personnel practices or working conditions. The written grievance must state the circumstances on which the grievant claims to be aggrieved and the redress the grievant seeks. Grievances shall be considered only on matters within the power of the appointing officer to act.

EXCLUSIONS: Civil Service

1. No grievance shall be considered on position classification, examination or other civil service matters where Charter authority or Civil Service Commission Rules provide a different appellate process.
2. No grievance shall be considered on disciplinary actions where a different appellate process is provided for under the Charter.
3. Items subject to the meet and confer process where the ordinance provides a different appellate process.
4. No grievance shall be considered on performance evaluation. Under Section IX of the evaluation instruction form, if an employee can document that there was no factual basis for the evaluation, or there was bias, or proper procedures indicating the section or factor of the evaluation being questioned. The statement will be attached to the evaluation form and will be available for review and action if warranted.

B. Employee: Any City and County employee in the service, regardless of status.

C. Immediate Supervisor: The individual who immediately assigns, reviews or directs the work of an employee.

D. Intermediate Supervisor: Next highest supervisor to be based on the organizational pattern of the department as determined by the appointing officer.

E. Appointing Authority: The head of the department having the lawful power to make appointments or to remove persons from positions in the City and County service.

F. Representative: A labor or employee organization and/or individual who appears at the request of and on behalf of the employee(s).

G. Witness: Any persons who the grievant wishes to appear to assist the employee in establishing the facts of the grievance. The number of witnesses providing substantially the same information may be limited by the supervisor or appointing officer.

Section 18.03. GRIEVANCE PROCEDURE

A. General Provisions

1. Appointing officers shall prepare reasonable rules or regulations concerning employee representative's contacts with employees on City facilities during working hours. Such rules or regulations shall be written in such a manner as not to hinder or impair the implementation of the grievance procedure as provided by this rule.

2. The steps in the procedure set forth herein shall be followed unless it is agreed by the appropriate supervisor and the grievant that the grievance should be started at Step 3 or Step 4. In large departments made up of divisions, bureaus, sections or institutions, the additional intermediate supervisor shall be included regularly as part of the procedural steps.

The appointing officer and the grievant may agree that in any particular case, one additional intermediate supervisor should be added to the procedural steps listed below.

3. If the supervisor or appointing officer fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be solved.

4. The time limits set forth in this grievance procedure may be extended by mutual agreement of the appointing officer and the grievant.

B. Step 1 - Immediate Supervisor (Oral)

1. The employee and/or representative if requested by the employee shall explain, orally, the grievance to the employee's immediate supervisor, if the grievance starts at Step 1.

2. The supervisor shall reach a decision and communicate it orally to the employee and/or representative within five (5) working days of being told of the grievance.

C. Step 2 - Immediate Supervisor

1. If the employee is not satisfied with the decision rendered, the employee and/or representative shall submit the grievance in writing within five (5) working days to the immediate supervisor on the employee grievance form.

2. The immediate supervisor shall notify the employee and/or representative in writing on the employee grievance form of the decision and the reasons within five (5) working days from the date of presentation of the grievance.

D. Step 3 - Intermediate Supervisor

1. If the grievance is not resolved at Step 2, the employee and/or representative shall use the employee grievance form to submit the grievance in writing to the employee's intermediate supervisor as defined in Section II of the employee grievance form. A grievance will be considered to be resolved unless the grievance is filed with the intermediate supervisor not later than five (5) working days after the date of the decision was returned to the employee by the immediate supervisor.

2. After review and discussion with all involved parties, the intermediate supervisor shall use the employee grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within five (5) working days of receipt of the grievance.

E. Step 4 - Appointing Officer

1. If the grievance is not resolved at Step 3, the employee and/or representative shall use the same employee grievance form to submit the grievance to the appointing officer within five (5) working days after the date of notification of the decision by the intermediate supervisor.

2. After review and discussion with all involved parties, the appointing officer shall use the grievance form to notify the employee of the decision and the reasons. This form shall be returned to the employee within ten (10) working days of receipt of the grievance.

F. Step 5 - Arbitration Process

1. If the grievance is not resolved at Step 4 and the employee requests final and binding arbitration, the employee and/or representative shall submit the same employee grievance form to the appointing officer within five (5) working days of the receipt of the appointing officer's decision.

The employee and/or representative shall be entitled to decide whether the American Arbitration Association or the California State Conciliation Service will administer the arbitration and shall notify the appointing officer of the employee's decision as part of the written request for arbitration. If the employee does not so indicate preference, the appointing officer shall decide which agency will administer the arbitration. The appointing officer shall then initiate arbitration by contacting either the American Arbitration Association or the California State Conciliation Service, whichever is selected as above, within ten (10) working days from the date the employee requests arbitration. If the appointing officer does not initiate arbitration as indicated above, the employee may do so within seven (7) additional working days.

2. If the appointing officer requests arbitration, the appointing officer shall initiate arbitration by contacting the American Arbitration association or the California State Conciliation Service and shall give notice to the other party or parties.

3. The arbitrator shall be an impartial person selected from either the American Arbitration Association or the California State Conciliation Service, the agency to be determined as indicated above. The agency shall provide both parties to the grievance with an identical list of five (5) names. If both parties to the grievance cannot agree on an arbitrator from the list provided, within seven (7) days from receipt of the list, they shall have five (5) additional days to strike names alternately from the list until only one name is left. The cost of arbitration shall be equally shared by the employee and the department.

4. The arbitrator's decision cannot supersede Charter provisions, Civil Service Commission Rules, ordinances, memoranda of understanding, the Administrative Code, financial and budgetary appropriations and such other rules and regulations.

INFORMATION ITEMS

HOLIDAYS "EXCERPTED" SSO SECTION VI

Except as otherwise provided in Section V.B., and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, the third Monday in January (Martin Luther King, Jr's Birthday), February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and two additional holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six (6) months continuous service before receiving the additional days, except in the San Francisco Unified School District and the San Francisco Community College District when a particular day has been determined to be a floating holiday for all of the employees in the Department; provided further that all part-time temporary employees who are not regularly scheduled, but are employed on an as-needed, irregular, intermittent or other irregular basis are ineligible for the additional days.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on a Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other Departments, substitute for the holidays declared above an equal number of different holidays.

Holidays for employees in class 2220 Physician (assigned to emergency hospital services) shall be as determined by the Director, Health Care Services with the approval of the Civil Service Commission.

Employees who are terminated from City employment and at such time have at least six (6) months of continuous service with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall be, upon termination of employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining one.

Upon adoption of a resolution by the Board of Supervisors, the September 9 Admission Day holiday may be exchanged for a holiday known as The Day After Thanksgiving.

HEALTH AND WELFARE

Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. The rate per month for fiscal 1987-88 is \$92.24. The level of benefits is set pursuant to the Charter.

TRAVEL PAY "EXCERPTED SSO SECTION IV.S.

Employees covered by this LOU who reside in the City and County of San Francisco and are assigned to work at San Francisco International Airport shall be reimbursed for travel expenses to and from San Francisco International Airport. The reimbursement shall not be less than Two Dollars and Thirty Cents (\$2.30) per day. In order for an employee to be eligible for this benefit, he/she must file a verified affidavit with the Civil Service Commission stating that his/her legal residence is at a particular address in the City and County of San Francisco.

CALL BACK PAY "EXCERPTED 1987-88 SSO SECTION IV.J.

Employees called back to their work locations, except those at remote locations where city supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

